



## KNOLE ACTIVE FACILITY RULES AND CONDITIONS OF USE

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1. Use of Knole Active (KA) premises for a letting must be agreed in advance and confirmed, in writing, by both the user and the authorised representative of KA. The agreement will include the hourly rate for the each facility/facilities. These are reviewed in advance of the second and succeeding years. It must be recognised that KA's use of the premises takes priority and that there may be occasions when arrangements have to be changed (where possible these will be advised at the time agreement is reached). Formal confirmation of bookings will be made termly when the KA requirements have been finalised.
2. There will be no charge if cancellation is received one week (5 full working days) prior to the booking. There will be a 50% charge if cancellation is received between 1 working day and 5 working days before hire. There will be a 100% charge if cancellation is less than 1 working day before hire. (For the purposes of this agreement a working day is deemed to be Monday to Friday).  
KA reserves the right to cancel lettings with 7 days prior notice where it needs to do so. KA shall have no liability for losses or costs which lettings may incur due to such cancellation but KA shall refund booking payment (in full as soon as possible) or offer an alternative facility, day or time if available.
3. All Personal Training purchase options have a six month expiry, after which time any unused sessions will be lost and no refund will be made. This is to ensure we deliver all your required sessions; to enable you to achieve your goals. You may extend Personal Training sessions for between one month and 12 full calendar months for the following reasons only:
  - Pregnancy
  - Serious illness
  - Serious injury
  - RedundancyAll lettings' credit/vouchers issued by KA have 12 months validity, after which time any unused credit will be lost and no refund will be made. This is to ensure we meet the needs of everyone in the community. To extend Personal Training sessions or lettings credit you must contact the KA Sports and Leisure manager; we may ask you to provide proof of pregnancy, serious illness, serious injury or redundancy.
4. Damage or loss of any kind sustained to the premises, fixtures and/or fittings, furniture and/or other chattels therein arising out of or in connection with use of KA shall be made good at the expense of the user within one month, by KA or by agreement with KA by the user and to the satisfaction of KA.
5. Users are required to make arrangements for suitable insurance cover (currently a £5 million public liability) with a reputable company in respect of claims which might be made against them by a third party for accidental injury (including death) or accidental loss or damage to property arising out of, or in consequence of, the letting. The user must produce proof of the policy for approval by a KA representative.



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- 5.1 However, if non-commercial users are unable to provide insurance cover which meets the council's requirements, cover must be arranged through KA Hirers Liability Policy, for which a premium of 10% of the total hire charge will be levied in addition to the hire charge itself. The user will be responsible for the first £350 of each and every property damage claim.
- 5.2 Commercial users are required to make arrangements for suitable insurance cover (currently a minimum of £5 million public liability) with a reputable company in respect of claims which might be made against them by a third party for accidental injury (including death) or accidental loss or damage to property arising out of, or in consequence of, the letting and to cover KA, and must produce proof of the policy before the letting is contracted. Commercial users cannot benefit from the KA Hirers Liability Policy.
6. The charge for lettings payable by the user includes an amount to cover payment for standard opening and closing sport and leisure staff duties. The user is expected to adhere strictly to the agreed times, or, subject to a Sport and Leisure team member being available, be prepared to pay additional overtime. If additional work such as moving furniture to or from a specific room/area or a specific layout, or the setting up of equipment is required, whether foreseen or not at the time of the booking, the user will be required to meet the extra costs.
7. It is the user's sole responsibility to sign in at reception at the external entrance allocated and to ensure that only those people known to them are allowed access to KA premises. The other external doors that are unlocked must be controlled by the user or responsible adults at all times during the period of the letting. On completion of the letting, a check must be carried out to ensure that all windows have been shut and secured, and all visitors have left the premises. The user should also register their own clients prior to the start of the session for Health & Safety reasons.
8. The user shall not cause or permit any nuisance or disturbance to other occupiers or users at the Academy nor to occupiers of neighbouring properties.
9. Users must be able to show competence with all major cooking equipment available in the kitchen/specialist room.
- Users are not permitted to enter store cupboards or use any food/dry stock belonging to the academy.
  - Users must leave the kitchen in pristine condition, with all surfaces sanitised and floor disinfected.
  - Fridge space is available during the hire period, however all produce must be cleared out after each use.
  - A note of any breakages must be reported in writing on the day of hire. Any breakages must be paid for.



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10. The Health and Safety at Work Act, 1974 (as amended) imposes duties not only on employers in respect of their employees, but also on persons having control over places of work or places where plant or substances are used and on anyone who, by virtue of contract, has an obligation in relation to such a place. The duties are to ensure as far as is reasonably practicable, that the facilities, the means of access to and egress from, are safe and without risk to health. (A copy of the Academy Health & Safety Policy is available on request and users must comply with these.)
11. If agreement is given for the use of KA's main kitchen to be used, KAV regulations must be observed. A copy of these regulations can be obtained, if required.
12. All rubbish, empty containers, crates, etc. must be removed from the premises by the user immediately after the letting has taken place and before the Sport and Leisure team locks up. Furniture and equipment is to be left as found unless other arrangements have been agreed with the Sport and Leisure team or Site Manager.
13. The use of materials for preparing floors for dances and the wearing of shoes likely to damage floors, especially in any Hall and any Gymnasium, is prohibited.
14. The premises shall not be used for any purpose other than that for which agreement has been granted nor shall any areas of KA, or furniture/equipment, not included in the letting agreement, be used without express permission; in such cases an extra fee may be payable.
15. No public performance of a play, nor any cinematography exhibition, nor any public dancing, singing, music or other public entertainment of the like shall be performed in or close to the premises unless any necessary licence for the same shall first have been obtained from the appropriate authority and all necessary measures taken to fulfil the conditions of the licence. It may be that KA's Public Licence will cover the situation, but this aspect must be cleared in advance. No films shall be used on the premises.
16. To meet the requirements of the Copyright Designers and Patents Act 1988, any musical performances on the premises are to be notified to the Performing Rights Society Ltd. Where ballet, opera or choral works are to be performed, advance permission must first be obtained from the Performing Rights Society Ltd.
17. The user must have written permission from KAV before arranging for alcoholic drinks to be consumed on the premises. They are responsible for obtaining an appropriate "Occasional Permission Licence" from the Clerk to the local Magistrates Court, if intoxicating liquor is to be sold during the letting. Alcoholic drink may not usually be brought on to the premises while students are present and are to be cleared from the premises by the time the event ends. Permission for any changes to this rule should be discussed with The Principal.



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18. Vehicles should not be allowed on to the playing fields unless agreed by prior arrangement and no parking which restricts the Sport and Leisure team or Emergency Services access will be permitted. Control of parking is the responsibility of the user. No responsibility can be taken by KA or the Academy for any damage to vehicles sustained whilst on KA facilities.
19. No Landlord and Tenant relationship shall be created.